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13 *Insurance Co,*

9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF NEVADA**

11 MIDWEST FAMILY MUTUAL INSURANCE
12 COMPANY,

13 Plaintiff,

14 vs.

15 BATH LUMBER Co., a Nevada corporation; and
16 Does 1 to 20,

17 Defendants.

Case No. 2:22-cv-00577-APG-EJY

STIPULATED JUDGMENT

18
19 COMES NOW, Plaintiff, MIDWEST FAMILY MUTUAL INSURANCE CO.
20 ("Midwest Family"), by and through its attorney and Bath Lumbar Co. ("Bath Lumber"),
21 through its authorized representative, Thomas Bath, and hereby stipulates to the following:

22 WHEREAS, Plaintiff, Midwest Family Mutual Insurance Company issued Policy No.
23 BPNV0560106429 ("Subject Policy") to Defendant Bath Lumber Co.;

24
25 WHEREAS, Arnold Howes filed a lawsuit against Bath Lumber Co., Illinois Case No,
26 21-L-1043 ("Howe Lawsuit"), alleging injuries arising out of exposure to asbestos;

27 WHEREAS, the Subject Policy contains an exclusion of coverage for claims arising out
28 of asbestos;

1 WHEREAS, Plaintiff Midwest Family Mutual Insurance Company filed the present
2 Action, seeking a declaration that it did not have a duty to defend or indemnify Defendant, Bath
3 Lumber Company, for the claims of the Howe Lawsuit, based upon the Asbestos Exclusion
4 contained within the Subject Policy; and

5
6 WHEREAS, Defendant Bath Lumber Company agrees that there is no coverage for the
7 Howe's Lawsuit under the Subject Policy, based upon the Asbestos Exclusion.

8 IT IS HEREBY STIPULATED AND AGREED UPON, that Plaintiff Midwest Family
9 Mutual Insurance Company hereby be awarded judgment against Defendant Bath Lumber
10 Company;

11 IT IS FURTHER STIPULATED AND AGREED UPON, that Plaintiff Midwest Family
12 Mutual Insurance Company is entitled to judgment against Defendant Bath Lumber Company,
13 and an Order of this Court that there exists no coverage under the Policy issued by Plaintiff
14 Midwest Family Mutual Insurance Company to Defendant Bath Lumber Company, and that it
15 has no duty to indemnify Defendant or defend Defendant for the Howe's Lawsuit; and

16
17 IT IS FURTHER STIPULATED AND AGREED UPON that each party shall bear their
18 own fees and costs.

19 Dated this 5th Day of May, 2022

20
21 THE LAW OFFICES OF CHRISTOPHER
22 M. KELLER

23 /s/ Christopher M. Keller
24 Christopher M. Keller, Esq.
25 137 N. 10th St., Ste. E
26 Santa Paula, CA 93060
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28 Las Vegas, NV 89134
Attorneys for Plaintiff

BATH LUMBER CO.



THOMAS E. BATH

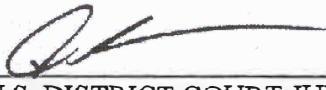
A
1800 Avenue G
Ely, Nevada 89301
Corporate Representative of
Defendant Bath Lumber Co.

President

ORDER OF JUDGMENT

Upon the stipulation of the parties, in *Midwest Family Mutual Insurance Company v. Bath Lumber Company*, Case No. 2:22-cv-00577-APG-EJY, and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that Plaintiff Midwest Family Mutual Insurance Company be awarded JUDGEMENT against Defendant Bath Lumber Company, in the present Action, with each party to bear their own attorneys' fees and costs.



U.S. DISTRICT COURT JUDGE
DATED: May 16, 2022